



## MEMORANDUM

Not On  
Agenda Item No. 7(I)(1)(A)

**TO:** Honorable Chairperson Barbara  
Carey-Shuler, Ed.D. and Members,  
Board of County Commissioners

**DATE:** July 27, 2004

**FROM:** George M. Burgess  
County Manager

**SUBJECT:** Amendment to Miami-  
Dade Police Towing  
Contract No. 282 –  
Increasing the Rate  
Schedule

### RECOMMENDATION

It is recommended that the Board approve the attached resolution amending the Rate Schedule included in the Miami-Dade Police Towing Contract No. 282(a) (b) (c) (d) (e) (g) (h) (i) (j). The contractors provide towing and storage at the request of the Miami-Dade Police Department (MDPD) pursuant to Chapter 323 of the Florida State Statutes and Article III of Chapter 30, of the Code of Miami-Dade County.

### BACKGROUND

Section 30-476 of the Code of Miami-Dade County requires the Board of County Commissioners (BCC) to establish the maximum rates for non-consent tows. The Consumer Services Department (CSD) closely monitors the cost of doing business due to inflation, the cost of fuel and insurance. The BCC approved resolution R-853-03 on July 22, 2003, increasing the maximum rates for the towing of vehicles at the request of property owners and police agencies.

The current provisions of MDPD Towing Contract 282 state that the rates shall remain firm and fixed for the term of the contract, unless changed by the BCC. The Rate Schedule contained within Appendix B of Contract 282 was based upon the cost of doing business in 2000, and has not been amended to consider inflation, the increased cost of fuel, cost of insurance, and the changes in the Consumer Price Index for Transportation. Because of these additional costs, the towing contractors have requested an adjustment of the contractual tow rates. Upon evaluation of their request, and consistent with the temporary fuel surcharge administratively approved for taxicabs on June 17, 2004, an adjustment of the contractual rates of MDPD Towing Contract 282 appears appropriate and is being recommended for your approval (Attachment A).

Historically, the MDPD towing contractors have agreed to contractual rates for non-consensual tows below the maximum rates set forth by the BCC. The proposed increase in rates continues to fall below or in some instances at the same level of the maximum rates currently in effect via Resolution R-853-03.

Susanne M. Torriente  
Assistant County Manager



# MEMORANDUM

(Revised)

**TO:** Hon. Chairperson Barbara Carey-Shuler, Ed.D.  
and Members, Board of County Commissioners

**DATE:** July 27, 2004

**FROM:** Robert A. Ginsburg  
County Attorney

**SUBJECT:** Not On  
Agenda Item No. 7(I)(1)(A)

Please note any items checked.

☒

"4-Day Rule" ("3-Day Rule" for committees) applicable if raised

☐

6 weeks required between first reading and public hearing

☐

4 weeks notification to municipal officials required prior to public hearing

☐

Decreases revenues or increases expenditures without balancing budget

☐

Budget required

☐

Statement of fiscal impact required

☐

Bid waiver requiring County Manager's written recommendation

☐

Ordinance creating a new board requires detailed County Manager's report for public hearing

☒

Housekeeping item (no policy decision required)

☒

No committee review

Approved \_\_\_\_\_ Mayor  
Veto \_\_\_\_\_  
Override \_\_\_\_\_

Not On  
Agenda Item No. 7(I)(1)(A)  
7-27-04

RESOLUTION NO. \_\_\_\_\_

RESOLUTION AUTHORIZING EXECUTION OF  
SUPPLEMENTAL AGREEMENT NUMBER 5 TO  
CONTRACT 282 TO PROVIDE THE COUNTY WITH  
WRECKER SERVICES; AUTHORIZING INCREASE IN  
THE TOWING RATES AND PROVIDING A  
CLARIFICATION OF CERTAIN OF ITS PROVISIONS  
AND AN EFFECTIVE DATE

**WHEREAS**, this Board desires to accomplish the purposes outlined in the accompanying memorandum, a copy of which is incorporated herein by reference,

**NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF MIAMI-DADE COUNTY, FLORIDA**, that that the County Manager be and he is hereby authorized to execute Supplemental Agreement Number 5 to Contract 282(a) (b) (c) (d) (e) (g) (h) (i) (j) with the nine vendors identified in the attached memorandum in substantially the form attached to this resolution.

The foregoing resolution was offered by Commissioner \_\_\_\_\_, who moved its adoption. The motion was seconded by Commissioner \_\_\_\_\_ and upon being put to a vote, the vote was as follows:

Dr. Barbara Carey-Shuler, Chairperson	
Katy Sorenson, Vice-Chairperson	
Bruno A. Barreiro	Jose "Pepe" Diaz
Betty T. Ferguson	Sally A. Heyman
Joe A. Martinez	Jimmy L. Morales
Dennis C. Moss	Dorin D. Rolle
Natacha Seijas	Rebeca Sosa
Sen. Javier D. Souto	

The Chairperson thereupon declared the resolution duly passed and adopted this 27<sup>th</sup> day of July, 2004. This Resolution and contract, if not vetoed, shall become effective in accordance with Resolution No. R-377-04.

MIAMI-DADE COUNTY, FLORIDA  
BY ITS BOARD OF  
COUNTY COMMISSIONERS

HARVEY RUVIN, CLERK

By: \_\_\_\_\_  
Deputy Clerk

Approved by County Attorney  
As to form and legal sufficiency HB/

Hugo Benitez

**Attachment A**

	<b>MDPD Contract 282 Current Rate</b>	<b>MDPD Contract 282 Proposed Rate</b>	<b>Max. Rates Set by BCC R-853-03</b>
<b>Storage Rates or Charges (Per 24 hr period after 1st free 6 hrs)</b>			
<i>(1) Inside-Interior</i>			
Motorcycles or Scooters	\$12.00	same	\$12.00
Any vehicle < 20 ft in length & 8 ft in width	\$25.00	same	\$25.00
Any vehicle over 20 ft in length	\$40.00	same	\$40.00
<i>(2) Outside-Exterior</i>			
Motorcycles or Scooters	\$10.00	same	\$10.00
Any vehicle < 20 ft in length & 8 ft in width	\$20.00	same	\$20.00
Any vehicle over 20 ft in length	\$30.00	same	\$35.00
<i>(3) Boat &amp; Trailer (Owner's Unit)</i>			
Unit under 20 ft in length	\$20.00	same	
Unit 21 ft - 35 ft in length	\$35.00	same	
Unit over 35 ft in length	\$45.00	same	
<b>Tow Rates</b>			
(1) Class "A" Tow Truck & Class "A" Car Carrier	\$75.00	\$88.00	\$97.00
(2) Class "B" Tow Truck	\$125.00	\$150.00	\$165.00
(3) Class "C" Tow Truck	\$155.00	\$210.00	\$235.00
(4) Class "D" Tow Truck	\$180.00	\$270.00	\$300.00
(5) Class "B" or "C" Car Carrier	\$125.00	\$150.00	
<b>Use of Contractor's Boat Trailer, any length, including storage</b>			
(1) Trailer up to 18 feet in length	\$50.00	same	
(2) Trailer 18 to 30 feet in length	\$75.00	same	
(3) Trailer over 30 feet in length	\$150.00	same	
<b>Special &amp; additional charges</b>			
<i>Extra labor or extra waiting time after the 1st 30 mins @ the scene, per 15 min</i>			
(1) Class "A" tow truck or Slide Back Car Carrier	\$16.25	\$22.00	\$24.25
(2) Class "B" tow truck or Class "B" or "C" Car Carrier	\$30.00	\$37.50	\$41.25
(3) Class "C" tow truck	\$40.00	\$52.50	\$58.75
(4) Class "D" tow truck	\$50.00	\$67.50	\$75.00
<i>Extra truck, when required, per 15 min increment</i>			
(1) Class "A" tow truck or Slide Back Car Carrier	\$16.25	\$22.00	
(2) Class "B" tow truck or Class "B" or "C" Car Carrier	\$31.25	\$37.50	
(3) Class "C" tow truck	\$38.75	\$52.50	
(4) Class "D" tow truck	\$45.00	\$67.50	
<i>Additional mileage charge (each additional mile or fraction, after the 1st 10 miles)</i>			
(1) Class "A" tow truck or Slide Back Car Carrier	\$2.50	\$3.00	\$3.00
(2) Class "B" tow truck or Class "B" or "C" Car Carrier	\$3.50	same	\$3.50
(3) Class "C" tow truck	\$4.50	same	\$4.50
(4) Class "D" tow truck	\$4.50	\$5.00	\$5.50
<b>Underwater Recovery Salvage Divers</b>			
For the 1st hr or any fraction	\$115.00	same	\$125.00
For each additional 15 mins or any fraction thereof over the 1st hr	\$31.00	same	\$31.25
<b>Charges for recovery of any vehicle or property for salt or fresh water, per hr</b>			
(1) Class "A" tow truck or Slide Back Car Carrier	\$75.00	\$88.00	
(2) Class "B" tow truck or Class "B" or "C" Car Carrier	\$125.00	\$150.00	
(3) Class "C" tow truck	\$155.00	\$210.00	
(4) Class "D" tow truck	\$180.00	\$270.00	
<b>Law Enforcement Tow / Hold</b>			
Tow Charge	\$10.00	\$44.00	
Storage charge, per day, during period of Hold	\$5.00		
Secondary Police tow charge (Tow from Contractor's lot to Police lot)	\$10.00	\$44.00	
<b>Contractor Administrative Surcharge</b>	\$15.00	\$27.00	\$30.00
<b>Administrative Fee to Dade County</b>	\$15.00	same	

## G. Attendant on Duty

The Contractor shall make available on a twenty-four (24) hour basis attendants and equipment for immediate response to calls for service from the Miami-Dade Police Department. In addition, the Contractor shall have adequate personnel to staff the storage facility and office from 7:00 a.m. to 7:00 p.m. 7 days a week for the purpose of releasing vehicles to owners. The Contractor shall provide on-call personnel to release vehicles between 7:00 p.m. and 7:00 a.m., at the request of the Miami-Dade Police Department Communications Shift Commander, for emergency purposes only. The Contractor shall provide a visible sign on the outside of its facility indicating the hours of operation.

## H. Impounding Vehicles

The Contractor shall impound such vehicles as requested by the police officer on duty at the scene. The police officer on duty shall have sole authority to determine when a vehicle should be impounded and the tow truck operator shall abide by the decision of the police officer.

## I. Location Changes of Impounded Vehicles

The Contractor shall not change the type of storage (inside or outside) without written instructions from the Miami-Dade Police Department. The Contractor shall not change the storage facility location without written permission from the Miami-Dade Police Department. The storage location for each vehicle shall be approved by the Miami Dade Police Department. In no case shall an owner/representative be required to respond to any other location to obtain possession of a vehicle.

## J. Impound Reports &amp; Owner Notification

The police officer on duty at the scene is responsible for obtaining the information required on the Vehicle Storage Receipt. The wrecker driver shall not remove a vehicle from the scene without a copy of the Vehicle Storage Receipt, unless the removal is at the owner's request. The Contractor shall be responsible for notifying the registered owner or agent of the location of the vehicle within forty-eight (48) hours of impoundment, by certified mail, if the owner's identity has been supplied on the Vehicle Storage Receipt. If the owner's identity is not supplied, the Contractor shall notify the registered owner or agent as soon thereafter as the information is received in accordance with F.S. 713. The Contractor shall maintain a log at its place of business listing date, time, and method of notification.

## K. Law Enforcement Tow/Hold - Vehicles Seized as Trial Evidence or Forfeiture

Vehicles impounded and stored at the Contractor's facility as trial evidence or forfeiture that will be moved to special location pursuant to Miami-Dade Police Department instructions may be stored for a period of up to ten (10) work days at a storage charge not to exceed \$5.00 per day. The towing charge, per tow, will not exceed ~~\$ 10.00~~ \$ 44.00. (These rates apply only to vehicles that are placed on Hold pursuant to F.S.S. 323.001.) ~~not returned to the owner/lienholder.~~) Law Enforcement Tow status may be placed on a vehicle retroactive to the date towed, if it is within 48 hours from the time the vehicle was towed. Saturdays, Sundays and legal holidays shall not be included as part of the ten (10) day period and/or the retroactive period.

No vehicles on hold at the Contractor's facility shall exceed a ten-day hold period without written authorization from the Vehicle Research Unit.

For vehicles that remain at the Contractor's facility, and the hold is removed, the owners/lien holders of such vehicles will be responsible for all additional charges at the standard towing and storage rates identified in this Contract in Appendix B, Rate Schedule, Revision 1, subsection 1.1, A through L, except as provided for in F.S.S. 323.001 while the vehicle was on Hold status. ~~This also applies in the event that a vehicle moved to special location is released to the owner/lien holder.~~

When vehicles are towed for investigative purposes to a remote facility, such as the Medical Examiner's office, district station, etc., it shall be the responsibility of the original towing company to perform the second tow.

The Administrative Fee paid to Miami-Dade County will not be assessed on vehicles relocated to a County storage facility, unless the vehicles are returned to the owner/lien holder.

L. Secondary Tows

1. The rate for a Secondary Tow (a tow from the Contractor's storage facility to another location) shall not exceed the rate approved by the County for the initial tow. No County Administrative Fee shall be assessed for secondary tows.
2. Disposal of Vehicles Designated for Mandatory Destruction: When requested by the Miami-Dade Police Department, Vehicle Research Unit (VRU), the Contractor shall dispose of contraband vehicles, stored at VRU special locations, in accordance with the following mandatory guidelines:
  - a. The Contractor will be given a Miami-Dade County Mandatory Destruction Certificate (MDC) on each unidentifiable vehicle requiring complete destruction. Part one of this form will be completed by the VRU. Part two must be completed by the Contractor prior to the removal of each vehicle to the shredding plant vendor (SPV). No parts of any kind may be removed from the vehicle.
  - b. Upon delivery of the vehicle by the Contractor to the SPV, the Contractor must advise the SPV that it is responsible for the completion of part three of the MDC before the actual destruction of the vehicle takes place. The following information must be recorded by the SPV on the MDC: 1) date of receipt of the vehicle; 2) date of disposal of the vehicle; and, 3) the SPV's scale Certification Number, or invoice number.
  - c. The entire vehicle and/or parts must be destroyed by the SPV, with the exception of the gas tank and tires. The SPV shall remove the goldenrod copy of the MDC and retain it for its records. The Contractor is responsible for ensuring that the SPV returns the remaining completed copies of the MDC to the Contractor, who must submit the copies to the VRU.
  - d. The towing and disposal of vehicles designated for mandatory destruction shall be done at no cost to the County. The Contractor, as remuneration for this work, may accept from the SPV the scrap value of the destroyed vehicle.

M. Disposal of Boats/Watercraft

1. The Miami-Dade Police Department agrees to pay for the disposal of unidentifiable abandoned boats/watercraft at the County's prevailing rate if this disposal is performed at the North or South Miami-Dade Solid Waste Land Fill facility.

APPENDIX B  
RATE SCHEDULE

These rates shall remain in effect for the term of the Contract, and any extensions, unless a change is approved by the Miami-Dade Board of County Commissioners. The Contractor shall be responsible for implementing any change to the rates, by the effective date of such change, approved by the Miami-Dade Board of County Commissioners.

1.1 RATE STRUCTURE

The applicable tow rate structure (Class "A", "B", "C", "D" or Slide Back Carriers) shall depend upon the requirements of the vehicle to be towed, rather than the actual tow truck used; e.g., if a Class "B" wrecker is used to tow a sedan, the Class "A" rate structure shall be the basis for charges imposed. The Contractor must carry these rates in a clear, legible format in each tow truck for the purpose of making the rates available for public review.

The fees listed below shall be fixed fees and the only fees charged to the vehicle owner or the vehicle owner's authorized representative on all Miami-Dade Police Department originated requests for a wrecker, regardless of whether it was a police initiated action or "at the owner's request". There are no exceptions allowed to the rates shown in this Contract.

The Rate Structure shall prevail from the time of call by the Miami-Dade Police Department and impoundment, throughout the first twenty-one (21) days of impoundment, after which the Contractor may charge the posted prevailing storage rates at their facilities. However, after the first twenty-one (21) days of impoundment, the Contractor's rates shall not exceed the Rate Structure in this Contract by more than \$5.00 per day. Vehicles on Miami-Dade Police Department "HOLD" shall be exempt from this increase.

Below are the fixed rates permitted under this Contract:

ITEMS DESCRIPTION		RATE
A.	Storage Rates or Charges (Per 24 hour period after the first free six hours)	
	(1) Inside-Interior	
(a)	Motorcycles or Scooters	\$ 12.00
(b)	Any vehicle less than 20 feet in length and 8 feet in width	\$ 25.00
(c)	Any vehicle over 20 feet in length	\$ 40.00
	(2) Outside-Exterior	
(a)	Motorcycles or Scooters	\$ 10.00



	(b) Any vehicle less than 20 feet in length and 8 feet in width	\$ 20.00
	(c) Any vehicle over 20 feet in length	\$ 30.00
	(3) Boat and Trailer (Owner's Unit)	
	(a) Unit under 20 feet in length	\$ 20.00
	(b) Unit 21 feet to 35 feet in length	\$ 35.00
	(c) Unit over 35 feet in length	\$ 45.00
B.	Tow Rate Class "A" Tow Truck and Class "A" Car Carrier, including:	<del>\$ 75.00</del> <u>\$ 88.00</u>
	(1) First 10 miles or any fraction	
	(2) First 30 minutes at the scene	
	(3) Unlocking door	
	(4) Dropping/hooking up linkage	
	(5) Wheel lift equipment	
	(6) Use of Dolly	
C.	Tow Rate Class "B" Tow Truck including:	<del>\$ 125.00</del> <u>\$ 150.00</u>
	(1) First 10 miles or any fraction	
	(2) First 30 minutes at the scene	
	(3) Unlocking door	
	(4) Dropping/hooking up linkage	
	(5) Under reach equipment	
D.	Tow Rate Class "C" Tow Truck including:	<del>\$ 155.00</del> <u>\$ 210.00</u>
	(1) First 10 miles or any fraction	
	(2) First 30 minutes at the scene	
	(3) Unlocking door	
	(4) Dropping/hooking up linkage	
	(5) Removal of air dams, shafts or axles	
	(6) Air hookup	
	(7) Under reach equipment	
E.	Tow Rate Class "D" Tow Truck, including:	<del>\$ 180.00</del> <u>\$ 270.00</u>
	(1) First 10 miles or any fraction	
	(2) First 30 minutes at the scene	
	(3) Unlocking door	

- (4) Dropping/hooking up linkage
- (5) Removal of air dams, shafts or axles
- (6) Air hookup
- (7) Under reach equipment

F. Tow Rate Class "B" or "C" Car Carrier, including: ~~\$ 125.00~~  
\$ 150.00

- (1) First 10 miles or any fraction
- (2) First 30 minutes at the scene
- (3) Unlocking door
- (4) Dropping/hooking up linkage

G. Use of Contractor `s Boat Trailer, any length, including storage, Per Day:

- (1) Trailer up to 18 feet in length \$ 50.00
- (2) Trailer 18 to 30 feet in length \$ 75.00
- (3) Trailer over 30 feet in length \$ 150.00

H. Special and additional charges

A. Extra labor or extra waiting time after the first 30 minutes at the scene, per 15 minute increment

- 1. Class "A" tow truck or Slide Back Car Carrier ~~\$ 16.25~~  
\$ 22.00
- 2. Class "B" tow truck or Class "B" or "C" Car Carrier ~~\$ 30.00~~  
\$ 37.50
- 3. Class "C" tow truck ~~\$ 40.00~~  
\$ 52.50
- 4. Class "D" tow truck ~~\$ 50.00~~  
\$ 67.50

B. Extra truck, when required, per 15 minute increment

- 1. Class "A" tow truck or Slide Back Car Carrier ~~\$ 16.25~~  
\$ 22.00
- 2. Class "B" tow truck or Class "B" or "C" Car Carrier ~~\$ 31.25~~  
\$ 37.50
- 3. Class "C" tow, truck ~~\$ 38.75~~  
\$ 52.50
- 4. Class "D" tow truck ~~\$ 45.00~~  
\$ 67.50

C. Additional mileage charge (each additional mile or fraction, after the first 10 miles)

- |    |  |                                      |
|----|--|--------------------------------------|
| 1. | Class "A" tow truck or<br>Slide Back Car Carrier       | <del>\$ 2.50</del><br><u>\$ 3.00</u> |
| 2. | Class "B" tow truck or<br>Class "B" or "C" Car Carrier | \$ 3.50                              |
| 3. | Class "C" tow truck                                    | \$ 4.50                              |
| 4. | Class "D" tow truck                                    | <del>\$ 4.50</del><br><u>\$ 5.00</u> |

NOTE: Rates for the use of equipment not covered in this Contract (e .g. tractors, cranes, etc.) shall be charged at the actual cost to the Contractor. There will be no add-on charges by the Contractor.

I. Underwater Recovery Salvage Divers

- |    |   |           |
|----|---|-----------|
| A. | For the first hour or any fraction  | \$ 115.00 |
| B. | For each additional 15 minutes or any<br>fraction thereof over the first hour | \$ 31.00  |

J. Charges for recovery of any vehicle or property for salt or fresh water, per hour

- |    |  |  |
|----|--|--|
| 1. | Class "A" tow truck or<br>Slide Back Car Carrier       | <del>\$ 75.00</del><br><u>\$ 88.00</u>   |
| 2. | Class "B" tow truck or<br>Class "B" or "C" Car Carrier | <del>\$ 125.00</del><br><u>\$ 150.00</u> |
| 3. | Class "C" tow truck                                    | <del>\$ 155.00</del><br><u>\$ 210.00</u> |
| 4. | Class "D" tow truck                                    | <del>\$ 180.00</del><br><u>\$ 270.00</u> |

K. Law Enforcement Tow/Hold (Tows that require long term follow-up investigations or are impounded for forfeiture. The rates for Law Enforcement tows apply only to vehicles that are placed on hold pursuant to F.S.S. 323.001. not returned to the owner/lienholder and are retained by MDPD.)

- |    |   |  |
|----|---|--|
| 1. | Tow Charge  | <del>\$ 10.00</del><br><u>\$ 44.00</u> |
| 2. | Storage charge, per day,<br>during period of Hold                         | \$ 5.00                                |
| 3. | Secondary Police tow charge<br>(Tow from Contractor 's lot to Police lot) | <del>\$ 10.00</del><br><u>\$ 44.00</u> |

## L. ADMINSTRATIVE FEE TO DADE COUNTY

\$ 15.00

Per tow, in addition to the towing charge, excluding  
Law Enforcement tows of vehicles retained by MDPD.

## 1.2 SPECIAL AND ADDITIONAL CHARGES

- A. Waiting time and extra labor: Cost of any waiting time or extra labor (i.e., retrieving parts and/or vehicles, special handling) accomplished within thirty (30) minutes of arrival at the scene shall be included in the base tow rate. After the first thirty (30) minutes, extra labor and/or extra waiting time may be assessed in accordance with this Contract's Rate Structure for those items.

For any extra waiting time or extra labor charge, authorization must be made by the on-duty officer at the scene, whenever possible, and so indicated in writing on the Vehicle Storage Receipt.

In the event the Contractor is called to the scene of an incident requiring extensive on-scene investigation: if the driver has not completed a mechanical hook-up of the vehicle after the first 30 minutes at the scene, the driver shall advise the OFFICER IN CHARGE at the scene that he will return to his base and await a recall at the conclusion of the investigation.

B. Underwater Recovery Salvage Divers (Divers Employed by the Contractor):

1. For every diver, duty time shall be computed from the time of arrival at the scene to the time the vehicle or property is hoisted to dry land.
2. When employing the services of an off-duty Miami-Dade Police Department diver, the Contractor shall comply with Section 2-56 .2 of the Code of Miami-Dade County .
3. The Contractor shall not employ any on-duty Miami-Dade Police Department Underwater Recovery diver under this Contract.

- B. No charges shall be imposed other than those specified in the rate structure in this Contract, except as follows: A maximum charge not exceeding ~~\$15.00~~ \$27.00 (not as an automatic "add-on", but only when required to comply with Florida Statutes) may be imposed by the Contractor for administrative services, processing of paperwork, clerical work or title research. Administrative charges refer to and include verification of Public VIN; search of vehicle for ownership information; preparation of paperwork required by Florida Statutes (F.S.); preparation and mailing of the notification letter(s) to vehicle owner; and preparation of vehicle for auction, including notification to owner and/or lien holder as the case may be.

Actual fees required by out-of-state agencies may be added to the above charge. The actual fees required by local Tag Agencies may be added to the above

charges, but shall not exceed \$2 .00 per vehicle. Rates are applicable from the day the vehicle arrives at the facility to the day the vehicle leaves the facility (notwithstanding the provisions of Appendix A, Scope of Services, subsection 2.11, "Billing"), regardless of who picks up the vehicle, e .g. the owner or the owner signs the vehicle over to an insurance company. On a tow out of the Contractor' s facility, only the standard tow rates in this Contract may be charged.

No charges may be imposed such as special inspection or release charges and administrative fees.

- D. When requested by the Miami-Dade Police Department Vehicle Research Unit, the Contractor shall deliver a vehicle, vessel, or other item to the Miami-Dade Police Department Special Holding lot and when a set time is established for such delivery and the Contractor does not respond within thirty (30) minutes after the set time, the Contractor may be liable for payment of waiting time to Miami-Dade County . Any charge for such waiting time shall commence thirty (30) minutes after the agreed delivery time and shall be at the same rate as that indicated in this Appendix B under sub-section 1 .1 .H.A to a maximum of 3 hours. Such charges may be waived if the Vehicle Research Unit is notified of any reasonable delay, as determined solely by the County, at least one (1) hour prior to the agreed delivery time. If the Contractor is requested to deliver any vehicle, vessel, or other item to the Special Holding Yard on a specific date and cannot comply, storage charges will stop on that day unless otherwise authorized by the Miami-Dade Police Department Vehicle Research Unit.
- E. The Contractor shall not charge a fee, e.g. "Gate Fee," for allowing the owner / agent to remove the released vehicle from his/her property or the Contractor moving the vehicle to a location where the owner/agent can take possession of the vehicle.
- F. When it is necessary for a Contractor to use specialized equipment (e .g. tractor, crane, etc.) to complete a tow, the MDPD police supervisor at the scene must approve the use of the specialized equipment prior to the Contractor requesting the equipment.

**SUPPLEMENTAL AGREEMENT NO. 5**

**MIAMI-DADE COUNTY  
AND  
D & R Towing, Inc.**

Contract Number: Contract No. 282a, approved by Resolution R-127-01, adopted February 13, 2001

Contract Title: Towing Services and Storage of Towed or Impounded Vehicles for Miami-Dade Police Department.

Contractor: D & R Towing, Inc.  
2375 Ali Baba Avenue  
Opa Locka, FL 33054

In accordance with the above-referenced contract, this Supplement No. 5, when properly executed, constitutes authorization to proceed with the following:

**RATE STRUCTURE**

1. Change to provisions of APPENDIX A, SCOPE OF SERVICES, 2.5 SERVICE REQUIREMENTS, K. Law Enforcement Tow/Hold – Vehicles Seized as Trial Evidence or Forfeiture in the manner set forth in the attached red-lined version of the agreement.
2. Change of the current rate schedule to APPENDIX B, RATE SCHEDULE, Revision 1. The effective date of this change is July 27, 2004.

*All terms, covenants and conditions of the original contract shall remain in full force and effect, except to the extent herein amended.*

IN WITNESS WHEREOF, the parties have executed this Agreement effective as of the last date herein set forth.

**CONTRACTOR**

By: Ronda Lawson

Name: Ronda Lawson

Title: President

Date: July 02, 2004

Attest: Dave Jones

**MIAMI-DADE COUNTY**

By: \_\_\_\_\_

Name: George M. Burgess

Title: County Manager

Date: \_\_\_\_\_

Attest: \_\_\_\_\_

**SUPPLEMENTAL AGREEMENT NO. 5**

**MIAMI-DADE COUNTY  
AND  
Freddy's 76 Towing, Inc.  
d.b.a. Magic Towing & Recovery**

Contract Number: Contract No. 282b, approved by Resolution R-127-01, adopted February 13, 2001

Contract Title: Towing Services and Storage of Towed or Impounded Vehicles for Miami-Dade Police Department.

Contractor: Freddy's 76 Towing, Inc.  
d.b.a. Magic Towing & Recovery  
7851 W 22<sup>nd</sup> Avenue  
Hialeah, Florida 33016

In accordance with the above-referenced contract, this Supplement No. 5, when properly executed, constitutes authorization to proceed with the following:

**RATE STRUCTURE**

1. Change to provisions of APPENDIX A, SCOPE OF SERVICES, 2.5 SERVICE REQUIREMENTS, K. Law Enforcement Tow/Hold – Vehicles Seized as Trial Evidence or Forfeiture in the manner set forth in the attached red-lined version of the agreement.
2. Change of the current rate schedule to APPENDIX B, RATE SCHEDULE, Revision 1. The effective date of this change is July 27, 2004.

*All terms, covenants and conditions of the original contract shall remain in full force and effect, except to the extent herein amended.*

IN WITNESS WHEREOF, the parties have executed this Agreement effective as of the last date herein set forth.

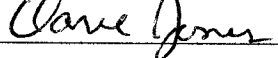
**CONTRACTOR**

By: 

Name: Alfredo J. Hassun

Title: President

Date: July 03, 2004

Attest: 

**MIAMI-DADE COUNTY**

By: \_\_\_\_\_

Name: George M. Burgess

Title: County Manager

Date: \_\_\_\_\_

Attest: \_\_\_\_\_

## SUPPLEMENTAL AGREEMENT NO. 5

### MIAMI-DADE COUNTY AND Midtown Towing of Miami, Inc.

Contract Number: Contract No. 282c, approved by Resolution R-127-01, adopted February 13, 2001

Contract Title: Towing Services and Storage of Towed or Impounded Vehicles for Miami-Dade Police Department.

Contractor: Midtown Towing of Miami, Inc.  
551 NW 72 Street  
Miami, Florida 33150

In accordance with the above-referenced contract, this Supplement No. 5, when properly executed, constitutes authorization to proceed with the following:

#### RATE STRUCTURE

1. Change to provisions of APPENDIX A, SCOPE OF SERVICES, 2.5 SERVICE REQUIREMENTS, K. Law Enforcement Tow/Hold – Vehicles Seized as Trial Evidence or Forfeiture in the manner set forth in the attached red-lined version of the agreement.
2. Change of the current rate schedule to APPENDIX B, RATE SCHEDULE, Revision 1. The effective date of this change is July 27, 2004.

*All terms, covenants and conditions of the original contract shall remain in full force and effect, except to the extent herein amended.*

IN WITNESS WHEREOF, the parties have executed this Agreement effective as of the last date herein set forth.

#### CONTRACTOR

By: Lauraine Lichtman, President

Name: Lauraine Lichtman

Title: President

Date: July 02, 2004

Attest: Clare Jones

#### MIAMI-DADE COUNTY

By: \_\_\_\_\_

Name: George M. Burgess

Title: County Manager

Date: \_\_\_\_\_

Attest: \_\_\_\_\_



**SUPPLEMENTAL AGREEMENT NO. 5**

**MIAMI-DADE COUNTY  
AND  
Downtown Towing Company**

Contract Number: Contract No. 282d, approved by Resolution R-127-01, adopted February 13, 2001

Contract Title: Towing Services and Storage of Towed or Impounded Vehicles for Miami-Dade Police Department.

Contractor: Downtown Towing Company.  
2418 North Miami Avenue  
Miami, Florida 33127

In accordance with the above-referenced contract, this Supplement No. 5, when properly executed, constitutes authorization to proceed with the following:


**RATE STRUCTURE**

1. Change to provisions of APPENDIX A, SCOPE OF SERVICES, 2.5 SERVICE REQUIREMENTS, K. Law Enforcement Tow/Hold – Vehicles Seized as Trial Evidence or Forfeiture in the manner set forth in the attached red-lined version of the agreement.
2. Change of the current rate schedule to APPENDIX B, RATE SCHEDULE, Revision 1. The effective date of this change is July 27, 2004.

*All terms, covenants and conditions of the original contract shall remain in full force and effect, except to the extent herein amended.*

IN WITNESS WHEREOF, the parties have executed this Agreement effective as of the last date herein set forth.


**CONTRACTOR**

By: 

Name: Dagmar Del Rosal 

Title: President

Date: July 03, 2004

Attest: 

**MIAMI-DADE COUNTY**

By: \_\_\_\_\_

Name: George M. Burgess

Title: County Manager

Date: \_\_\_\_\_

Attest: \_\_\_\_\_

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS, that we, **TIMOTHY DEL ROSAL and DAGMAR DEL ROSAL**, of the State of **FLORIDA**, do hereby make, constitute, empower and appoint **RYAN DEL ROSAL**, of the County of Miami-Dade, State of Florida, to act as our true and lawful attorney, for us and in our name and behalf which includes but is not limited to performing any and all matters which relate to DOWNTOWN TOWING COMPANY and related activities which include but are not limited to: tasks, actions, operations, orders, transfers, which include signing any and all necessary documentation in the normal course of business, disclosures, affidavits, statements of account, credit memos, and/or any other action(s) which may be required of our attorney-in-fact with the same power and authority as if we made same with the same force and effect and to all intents and purposes as though we were personally present and acting for ourselves, hereby ratifying and confirming whatsoever our appointed attorney shall do by the authority stated herein.

IN WITNESS WHEREOF, we have hereunto set our hand(s) and seal(s) on this 7 day of July, 2004, in **MIAMI-DADE**, State of **FLORIDA**.

Signed, sealed and delivered in the presence of:

Nadine Rodriguez

Nadine Rodriguez  
Print Name of Witness

Arianne Sasso

Arianne Sasso  
Print Name of Witness

TIMOTHY DEL ROSAL

DAGMAR DEL ROSAL

STATE OF FLORIDA :

COUNTY OF MIAMI-DADE :

I hereby certify that on this the 7 day of July, 2004, before me, an officer duly authorized to administer oaths and take acknowledgment, personally appeared **TIMOTHY DEL ROSAL and DAGMAR DEL ROSAL**, personally known to me to be the persons described herein who executed the foregoing instrument or produced a Florida drivers license # \_\_\_\_\_ and # \_\_\_\_\_, who acknowledged before me that they executed the same, and that an oath (was) (was not) taken.



Sarah Perez  
Commission #DD251078  
Expires: Sep 17, 2007  
Bonded Thru  
Atlantic Bonding Co., Inc.

SARAH PEREZ  
NOTARY PUBLIC, State of Florida at large

SARAH PEREZ (Print Name)

I hereby certify that this Power of Attorney is a true and correct copy of the original document.



Paul Sasso  
My Commission CC946594  
Expires June 18, 2004

Paul R. Sasso, Esquire - Notary Public, State of Florida at Large

Commission Expires

**SUPPLEMENTAL AGREEMENT NO. 5**

**MIAMI-DADE COUNTY  
AND  
Blanco Towing Inc D/B/A Freeway**

Contract Number: Contract No. 282e, approved by Resolution R-127-01, adopted February 13, 2001

Contract Title: Towing Services and Storage of Towed or Impounded Vehicles for Miami-Dade Police Department.

Contractor: Blanco Towing Inc. D/B/A Freeway  
1301 SW 71<sup>st</sup> Avenue  
Miami, Florida 33144

In accordance with the above-referenced contract, this Supplement No. 5, when properly executed, constitutes authorization to proceed with the following:

**RATE STRUCTURE**

1. Change to provisions of APPENDIX A, SCOPE OF SERVICES, 2.5 SERVICE REQUIREMENTS, K. Law Enforcement Tow/Hold – Vehicles Seized as Trial Evidence or Forfeiture in the manner set forth in the attached red-lined version of the agreement.
2. Change of the current rate schedule to APPENDIX B, RATE SCHEDULE, Revision 1. The effective date of this change is July 27, 2004.

*All terms, covenants and conditions of the original contract shall remain in full force and effect, except to the extent herein amended.*

IN WITNESS WHEREOF, the parties have executed this Agreement effective as of the last date herein set forth.

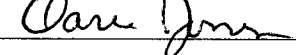
**CONTRACTOR**

By: 

Name: Zeida Blanco

Title: President

Date: July 03, 2004

Attest: 

**MIAMI-DADE COUNTY**

By: \_\_\_\_\_

Name: George M. Burgess

Title: County Manager

Date: \_\_\_\_\_

Attest: \_\_\_\_\_

**SUPPLEMENTAL AGREEMENT NO. 5**

**MIAMI-DADE COUNTY  
AND  
A-1 Redland Economy Towing of Homestead, Inc.**

Contract Number: Contract No. 282g, approved by Resolution R-127-01, adopted February 13, 2001

Contract Title: Towing Services and Storage of Towed or Impounded Vehicles for Miami-Dade Police Department.

Contractor: A-1 Redland Economy Towing of Homestead, Inc.  
111 SW 2<sup>nd</sup> Street  
Homestead, Florida 33030

In accordance with the above-referenced contract, this Supplement No. 5, when properly executed, constitutes authorization to proceed with the following:

**RATE STRUCTURE**

1. Change to provisions of APPENDIX A, SCOPE OF SERVICES, 2.5 SERVICE REQUIREMENTS, K. Law Enforcement Tow/Hold – Vehicles Seized as Trial Evidence or Forfeiture in the manner set forth in the attached red-lined version of the agreement.
2. Change of the current rate schedule to APPENDIX B, RATE SCHEDULE, Revision 1. The effective date of this change is July 27, 2004.

*All terms, covenants and conditions of the original contract shall remain in full force and effect, except to the extent herein amended.*

IN WITNESS WHEREOF, the parties have executed this Agreement effective as of the last date herein set forth.

**CONTRACTOR**

By: Sandra Vanderford

Name: Sandra Vanderford

Title: President

Date: July 03, 2004

Attest: Carrie Jones

**MIAMI-DADE COUNTY**

By: \_\_\_\_\_

Name: George M. Burgess

Title: County Manager

Date: \_\_\_\_\_

Attest: \_\_\_\_\_

**SUPPLEMENTAL AGREEMENT NO. 5**

**MIAMI-DADE COUNTY  
AND  
Southeast Towing, Inc.**

Contract Number: Contract No. 282h, approved by Resolution R-127-01, adopted February 13, 2001

Contract Title: Towing Services and Storage of Towed or Impounded Vehicles for Miami-Dade Police Department.

Contractor: Southeast Towing, Inc.  
13905 SW 252nd Street  
Miami, Florida 33032

In accordance with the above-referenced contract, this Supplement No. 5, when properly executed, constitutes authorization to proceed with the following:

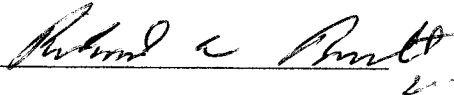
**RATE STRUCTURE**

1. Change to provisions of APPENDIX A, SCOPE OF SERVICES, 2.5 SERVICE REQUIREMENTS, K. Law Enforcement Tow/Hold – Vehicles Seized as Trial Evidence or Forfeiture in the manner set forth in the attached red-lined version of the agreement.
2. Change of the current rate schedule to APPENDIX B, RATE SCHEDULE, Revision 1. The effective date of this change is July 27, 2004.

*All terms, covenants and conditions of the original contract shall remain in full force and effect, except to the extent herein amended.*

IN WITNESS WHEREOF, the parties have executed this Agreement effective as of the last date herein set forth.

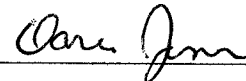
**CONTRACTOR**

By: 

Name: Richard N. Berndt

Title: President

Date: July 02, 2004

Attest: 

**MIAMI-DADE COUNTY**

By: \_\_\_\_\_

Name: George M. Burgess

Title: County Manager

Date: \_\_\_\_\_

Attest: \_\_\_\_\_

**SUPPLEMENTAL AGREEMENT NO. 5**

**MIAMI-DADE COUNTY  
AND  
Excalibur Towing Service, Corp.**

Contract Number: Contract No. 282i, approved by Resolution R-127-01, adopted February 13, 2001

Contract Title: Towing Services and Storage of Towed or Impounded Vehicles for Miami-Dade Police Department.

Contractor: Excalibur Towing Services, Corp.  
14294 SW 142 Street  
Miami, Florida 33186

In accordance with the above-referenced contract, this Supplement No. 5, when properly executed, constitutes authorization to proceed with the following:

**RATE STRUCTURE**

1. Change to provisions of APPENDIX A, SCOPE OF SERVICES, 2.5 SERVICE REQUIREMENTS, K. Law Enforcement Tow/Hold – Vehicles Seized as Trial Evidence or Forfeiture in the manner set forth in the attached red-lined version of the agreement.
2. Change of the current rate schedule to APPENDIX B, RATE SCHEDULE, Revision 1. The effective date of this change is July 27, 2004.

*All terms, covenants and conditions of the original contract shall remain in full force and effect, except to the extent herein amended.*

IN WITNESS WHEREOF, the parties have executed this Agreement effective as of the last date herein set forth.

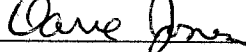
**CONTRACTOR**

By: 

Name: Ramon Crego

Title: President

Date: July 03, 2004

Attest: 

**MIAMI-DADE COUNTY**

By: \_\_\_\_\_

Name: George M. Burgess

Title: County Manager

Date: \_\_\_\_\_

Attest: \_\_\_\_\_

## SUPPLEMENTAL AGREEMENT NO. 5

### MIAMI-DADE COUNTY AND Seay Towing, Inc.

Contract Number: Contract No. 282j, approved by Resolution R-127-01, adopted February 13, 2001

Contract Title: Towing Services and Storage of Towed or Impounded Vehicles for Miami-Dade Police Department.

Contractor: Seay Towing, Inc.  
2151 NE 155 Street  
North Miami Beach, Florida 33162

In accordance with the above-referenced contract, this Supplement No. 5, when properly executed, constitutes authorization to proceed with the following:


#### RATE STRUCTURE

1. Change to provisions of APPENDIX A, SCOPE OF SERVICES, 2.5 SERVICE REQUIREMENTS, K. Law Enforcement Tow/Hold – Vehicles Seized as Trial Evidence or Forfeiture in the manner set forth in the attached red-lined version of the agreement.
2. Change of the current rate schedule to APPENDIX B, RATE SCHEDULE, Revision 1. The effective date of this change is July 27, 2004.

*All terms, covenants and conditions of the original contract shall remain in full force and effect, except to the extent herein amended.*

IN WITNESS WHEREOF, the parties have executed this Agreement effective as of the last date herein set forth.

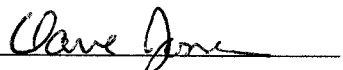
#### CONTRACTOR

By: 

Name: Gisela Seay

Title: President

Date: July 03, 2004

Attest: 

#### MIAMI-DADE COUNTY

By: \_\_\_\_\_

Name: George M. Burgess

Title: County Manager

Date: \_\_\_\_\_

Attest: \_\_\_\_\_